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Attorney Docket No.: 021532-000100US ORIGINALLY FILED  
Client Ref. No.:

PTO/SB/01A (10-00)

Approved for use through 10/31/2002. OMB 0651-0032

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#3

DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN APPLICATION  
USING AN APPLICATION DATA SHEET (37 CFR 1.76)

As the below named inventor(s), I/we declare that:

This declaration is directed to:

The attached application, or  
 Application No. , filed on ,  
 as amended on \_\_\_\_\_ (if applicable);

I/we believe that I/we am/are the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought;

I/we have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment specifically referred to above;

I/we acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me/us to be material to patentability as defined in 37 CFR 1.56, including material information which became available between the filing date of the prior application and the National or PCT International filing date of the continuation-in-part application, if applicable; and

All statements made herein of my/our own knowledge are true, all statements made herein on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and may jeopardize the validity of the application or any patent issuing thereon.

## FULL NAME OF INVENTOR(S)

Inventor 1 Lawrence G. Shubert Date: 03 19 02

Signature: Lawrence G. Shubert Citizen of: United States

Inventor 2 David E. Mallard Date: 3.19.02

Signature: David Mallard Citizen of: United States

Inventor 3 Lynda A. Deakin Date: 3.19.02

Signature: Lynda Deakin Citizen of: Great Britain

Inventor 4 Daniel S. Bomze Date: 3.19.02

Signature: Daniel S. Bomze Citizen of: United States

Additional inventors are being named on form(s) attached hereto.

Burden Hour Statement: This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is used by the public to file (and the PTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This form is estimated to take 1 minute to complete. This time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.  
PA 3204089 v1

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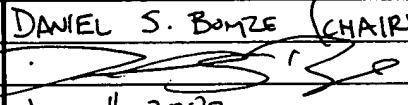
PTO/SB/81 (02-01)

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 <p><b>POWER OF ATTORNEY OR AUTHORIZATION OF AGENT</b></p>	<b>Application Number</b>	10/087,458
	<b>Filing Date</b>	February 27, 2002
	<b>First Named Inventor</b>	Lawrence G Shubert et al.
	<b>Title</b>	Method and Apparatus for Improved Nail Trimming
	<b>Group Art Unit</b>	3732
	<b>Examiner Name</b>	Unassigned
	<b>Attorney Docket Number</b>	021532-000100US

<p>I hereby appoint:</p> <p><input type="checkbox"/> Practitioners at Customer Number <b>20350</b> → <b>Place Customer Number Bar Code Label here</b></p> <p><b>OR</b></p> <p><input checked="" type="checkbox"/> Practitioner(s) named below:</p>																									
<table border="1" style="width: 100%;"> <thead> <tr> <th>Name</th> <th>Registration Number</th> </tr> </thead> <tbody> <tr> <td>David N. Slone</td> <td>28,572</td> </tr> <tr> <td>Richard T. Ogawa</td> <td>37,692</td> </tr> <tr> <td>Kenneth R. Allen</td> <td>27,301</td> </tr> <tr> <td>Charles L. Hamilton</td> <td>42,624</td> </tr> </tbody> </table>		Name	Registration Number	David N. Slone	28,572	Richard T. Ogawa	37,692	Kenneth R. Allen	27,301	Charles L. Hamilton	42,624														
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<p>as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.</p>																									
<p>Please change the correspondence address for the above-identified application to:</p> <p><input checked="" type="checkbox"/> The above-mentioned Customer Number. → <b>Customer Number Bar Code Label here</b></p> <p><b>OR</b></p> <p><input type="checkbox"/> Practitioners at Customer Number <b>20350</b> → <b>Customer Number Bar Code Label here</b></p>																									
<table border="1" style="width: 100%;"> <tr> <td><input type="checkbox"/> Firm or Individual Name</td> <td colspan="3"></td> </tr> <tr> <td>Address</td> <td colspan="3"></td> </tr> <tr> <td>Address</td> <td colspan="3"></td> </tr> <tr> <td>City</td> <td>State</td> <td>ZIP</td> <td></td> </tr> <tr> <td>Country</td> <td colspan="3"></td> </tr> <tr> <td>Telephone</td> <td>Fax</td> <td colspan="2"></td> </tr> </table>		<input type="checkbox"/> Firm or Individual Name				Address				Address				City	State	ZIP		Country				Telephone	Fax		
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<p>I am the:</p> <p><input type="checkbox"/> Applicant/Inventor.</p> <p><input checked="" type="checkbox"/> Assignee of record of the entire interest. See 37 CFR 3.71. <i>Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).</i></p>																									
<b>SIGNATURE of Applicant or Assignee of Record</b>																									
Name	<b>DANIEL S. BONZE (CHAIRMAN AND MANAGING MEMBER)</b>																								
Signature																									
Date	JUNE 11, 2002																								
<p>NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.</p>																									
<p><input checked="" type="checkbox"/> *Total of 1 forms are submitted.</p>																									

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

PA 3217613 v1

JUN 19 2002

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Lawrence G Shubert et al.

Application No./Patent No.: 10/087,548

Filed/Issue Date February 27, 2002

Entitled: Method and Apparatus for Improved Nail Trimming

Easy Trim, LLC, a limited liability company

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

- the assignee of the entire right, title, and interest; or
- an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Daniel S. Bomze To : Innovation Arbitrage LLC  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: Innovation Arbitrage LLC To : EasyTrim LLC  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: Lawrence G. Shubert To : IDEO Product Development, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

JUNE 11, 2002

Date

Signature

DANIEL S. BOMZE

Typed or printed name

CHAIRMAN (AND Managing Member)

Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

JUN 19 2002

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Lawrence G Shubert et al.

Application No./Patent No. 60/087,548

Filed/Issue Date February 27, 2002

Entitled: Method and Apparatus for Improved Nail Trimming

Easy Trim, LLC., a limited liability company

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

4. XX From: David E. Mallard To : IDEO Product Development, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

5. XX From: Lynda A. Deakin To : IDEO Product Development, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

6. XX From: IDEO Product Development, Inc. To: EasyTrim LLC  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

XXX Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

JUNE 11, 2002

Date

Signature

DANIEL S. BOMZE

Typed or printed name

CHAIRMAN (AND Managing Member)

Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

**COPY**

## ASSIGNMENT AGREEMENT

Assignment dated as of 31<sup>st</sup> day of January, 2002, by Daniel S. Bomze, ("Assignor"), to Innovation Arbitrage LLC, a Delaware limited liability company (the "Company").

### RECITALS

**WHEREAS**, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, the Assignor hereby agrees to assign to the Company the Works (as defined below), including, without limitation, the Intellectual Property Rights (as defined below) therein; and

**WHEREAS**, the Assignor is executing and delivering this Assignment to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein;

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

### ASSIGNMENT

1. **Definitions.** The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a) The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to any or all of the items listed on Exhibit A attached hereto:

(b) The term "Intellectual Property Rights" shall mean all patents and other patent rights, copyrights, trademarks, trade secret rights, and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

2. Assignment. The Assignor hereby assigns, conveys, transfers and delivers to, and vests in, the Company, without further consideration, all of the Assignor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to the Works, including, without limitation, all Intellectual Property Rights therein, which shall be the sole property of the Company, whether or not patentable. The right, title and interest is to be held and enjoyed by the Company and the Company's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Agreement not been made. In the event any Intellectual Property Rights shall be deemed by the Company to be patentable or otherwise registrable, the Assignor agrees to assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and the Assignor agrees to execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure the Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Intellectual Property Right, whether due to my mental or physical incapacity or any other cause, the Assignor hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of any Intellectual Property Rights with the same force and effect as if executed and delivered by the Assignor.

3. Representations and Warranties. The Assignor hereby warrants, represents and covenants to the Company that: (i) the Assignor has full right, power and authority to enter into and perform this Assignment, and to vest in the Company all rights set forth in this Assignment, free and clear of any and all claims, rights and obligations whatsoever; (ii) no part of the Works, including, without limitation, the Intellectual Property Rights therein, is an imitation or copy of, or infringes upon, any other material, or violates or infringes upon any common law or statutory rights of any person or entity, including, without limitation, rights relating to defamation, contract, trademark, patent, copyright, trade secret, privacy or publicity; and (iii) the Assignor has not sold, assigned, leased or in any other way disposed of or encumbered any of the Works, including, without limitation, the Intellectual Property Rights therein.

**COPY**

4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

5. The terms of the Agreement are the final expression of the Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving the Agreement.

ASSIGNOR



Name: Daniel S. Bomze

The Company hereby consents to the foregoing Assignment upon the terms herein provided.

INNOVATION ARBITRAGE LLC, a Delaware limited liability company



(an Officer of Innovation Arbitrage LLC)

Name: Daniel S. Bomze

Title: Managing Member

**COPY**

**EXHIBIT A**

Nail Trimmer Apparatus prototypes, design, engineering, product development, marketing materials, business plans, packaging, manufacturing plans and other know-how relating to nail trimming.

**A Brief Abstract of the Nail Trimmer Apparatus and Methods:**

The nail trimming apparatus is a small handheld battery powered device that safely trims people's nails by leveraging unique physical properties of the skin and nail tissue. A trimming action is driven by a compact motor of appropriate speed and torque and a mechanism that converts the rotation of the motor shaft to an oscillating action at the head. A cushioned abrasive surface attached to the head oscillates with a frequency and stroke that optimizes the trimming of the nail while not adversely affecting surrounding skin. By selecting a desirable form factor and trimming properties, the device is particularly well suited to trimming infant's nails. Infant's nails are often difficult to trim due to the small size of the finger and nail, the lack of cooperation by the infant and the precision required by existing nail trimming tools. The simple one-handed trimmer does not generally require significant dexterity and can be used whether the infant is asleep or awake. Preferable designs ensure smooth and quiet operation that does not scare the child, and the vibratory action elicits a tickling like feel to the infant's fingers and a sense of calm and confidence for the parent. Thus, the infant's nail can easily be trimmed and smoothed without any chance of injury to the child. Further, the device has potential application for pets and other animals with nails, adults, children, toddlers, and the elderly and infirm.

**ASSIGNMENT AGREEMENT**

Assignment dated as of 31<sup>st</sup> day of January, 2002, by Innovation Arbitrage LLC, a Delaware limited liability company, ("Assignor"), to EasyTrim LLC, a Delaware limited liability company (the "Company").

**R E C I T A L S**

**WHEREAS**, in consideration of the issuance by the Company to the Assignor of [REDACTED] Class A Membership Units of the Company, the Assignor hereby agrees to assign to the Company the Works (as defined below), including, without limitation, the Intellectual Property Rights (as defined below) therein; and

**WHEREAS**, the Assignor is executing and delivering this Assignment to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein;

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

**A S S I G N M E N T**

1. **Definitions**. The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a) The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to any or all of the items listed on Exhibit A attached hereto:

(b) The term "Intellectual Property Rights" shall mean all patents and other patent rights, copyrights, trademarks, trade secret rights, and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

2. Assignment. The Assignor hereby assigns, conveys, transfers and delivers to, and vests in, the Company, without further consideration, all of the Assignor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to the Works, including, without limitation, all Intellectual Property Rights therein, which shall be the sole property of the Company, whether or not patentable. The right, title and interest is to be held and enjoyed by the Company and the Company's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Agreement not been made. In the event any Intellectual Property Rights shall be deemed by the Company to be patentable or otherwise registrable, the Assignor agrees to assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and the Assignor agrees to execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure the Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Intellectual Property Right, whether due to my mental or physical incapacity or any other cause, the Assignor hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of any Intellectual Property Rights with the same force and effect as if executed and delivered by the Assignor.

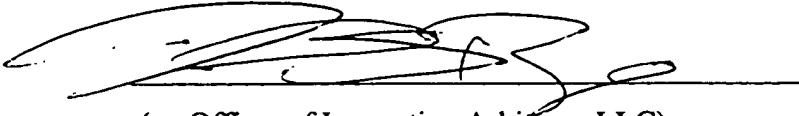
3. Representations and Warranties. The Assignor hereby warrants, represents and covenants to the Company that: (i) the Assignor has full right, power and authority to enter into and perform this Assignment, and to vest in the Company all rights set forth in this Assignment, free and clear of any and all claims, rights and obligations whatsoever; (ii) no part of the Works, including, without limitation, the Intellectual Property Rights therein, is an imitation or copy of, or infringes upon, any other material, or violates or infringes upon any common law or statutory rights of any person or entity, including, without limitation, rights relating to defamation, contract, trademark, patent, copyright, trade secret, privacy or publicity; and (iii) the Assignor has not sold, assigned, leased or in any other way disposed of or encumbered any of the Works, including, without limitation, the Intellectual Property Rights therein.

**COPY**

4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

5. The terms of the Agreement are the final expression of the Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving the Agreement.

ASSIGNOR



(an Officer of Innovation Arbitrage LLC)

Name: Daniel S. Bomze

Title: Managing Member

The Company hereby consents to the foregoing Assignment upon the terms herein provided.

EASYTRIM LLC



Daniel S. Bomze  
Managing Member

**COPY**

**EXHIBIT A**

Nail Trimmer Apparatus prototypes, design, engineering, product development, marketing materials, business plans, packaging, manufacturing plans and other know-how relating to nail trimming.

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**COPY**

**ASSIGNMENT AGREEMENT**

Assignment dated as of 31<sup>st</sup> day of January, 2002, by Lawrence G. Shubert, ("Assignor"), to IDEO Product Development, Inc., a Michigan corporation (the "Company").

**R E C I T A L S**

9/85;      **WHEREAS**, the Assignor has been an employee of the Company since

**WHEREAS**, the Assignor signed an Employee Assignment Agreement (the "Employee Agreement") and intended since the beginning of the employment relationship that any Works (as defined below and qualified in the Employee Agreement) be assigned to the Company;

**WHEREAS**, the Assignor and the Company intend to confirm the assignment of the Works (as defined below), including, without limitation, the Intellectual Property Rights (as defined below) therein; and

**WHEREAS**, the Assignor is executing and delivering this Assignment, which supplements any and all prior agreements between the parties hereto regarding the assignment of the Works, to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein;

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

**A S S I G N M E N T**

1.      **Definitions**. The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a)      The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to any or all of the items listed on Exhibit A attached hereto:

(b) The term "Intellectual Property Rights" shall mean all patents and other patent rights, copyrights, trademarks, trade secret rights, and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

2. Assignment. The Assignor hereby assigns, conveys, transfers and delivers to, and vests in, the Company, without further consideration, all of the Assignor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to the Works, including, without limitation, all Intellectual Property Rights therein, which shall be the sole property of the Company, whether or not patentable. The right, title and interest is to be held and enjoyed by the Company and the Company's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Agreement not been made. In the event any Intellectual Property Rights shall be deemed by the Company to be patentable or otherwise registrable, the Assignor agrees to assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and the Assignor agrees to execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure the Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Intellectual Property Right, whether due to my mental or physical incapacity or any other cause, the Assignor hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of any Intellectual Property Rights with the same force and effect as if executed and delivered by the Assignor.

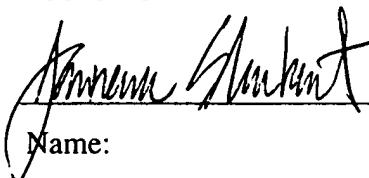
3. Representations and Warranties. The Assignor hereby warrants, represents and covenants to the Company that: (i) the Assignor has full right, power and authority to enter into and perform this Assignment, and to vest in the Company all rights set forth in this Assignment, free and clear of any and all claims, rights and obligations whatsoever; (ii) no part of the Works, including, without limitation, the Intellectual Property Rights therein, is an imitation or copy of, or knowingly infringes upon, any other material, or violates or infringes upon any common law or statutory rights of any person or entity, including, without limitation, rights relating to defamation, contract, trademark, patent, copyright, trade secret, privacy or publicity; and (iii) the Assignor has not sold, assigned, leased or in any other way disposed of or encumbered any of the Works, including, without limitation, the Intellectual Property Rights therein.

**COPY**

4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

5. The terms of the Agreement are the final expression of the Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving the Agreement.

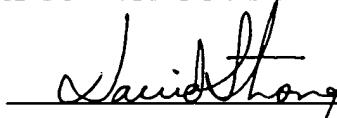
ASSIGNOR



Name:

The Company hereby consents to the foregoing Assignment upon the terms herein provided.

IDEO PRODUCT DEVELOPMENT, INC.



(an Officer of IDEO Product Development)

Name: DAVID STRONG

Title: CFO

**COPY**

**EXHIBIT A**

Nail Trimmer Apparatus prototypes, design, engineering, product development, marketing materials, business plans, packaging, manufacturing plans and other know-how relating to nail trimming.

**A Brief Abstract of the Nail Trimmer Apparatus and Methods:**

The nail trimming apparatus is a small handheld battery powered device that safely trims people's nails by leveraging unique physical properties of the skin and nail tissue. A trimming action is driven by a compact motor of appropriate speed and torque and a mechanism that converts the rotation of the motor shaft to an oscillating action at the head. A cushioned abrasive surface attached to the head oscillates with a frequency and stroke that optimizes the trimming of the nail while not adversely affecting surrounding skin. By selecting a desirable form factor and trimming properties, the device is particularly well suited to trimming infant's nails. Infant's nails are often difficult to trim due to the small size of the finger and nail, the lack of cooperation by the infant and the precision required by existing nail trimming tools. The simple one-handed trimmer does not generally require significant dexterity and can be used whether the infant is asleep or awake. Preferable designs ensure smooth and quiet operation that does not scare the child, and the vibratory action elicits a tickling like feel to the infant's fingers and a sense of calm and confidence for the parent. Thus, the infant's nail can easily be trimmed and smoothed without any chance of injury to the child. Further, the device has potential application for pets and other animals with nails, adults, children, toddlers, and the elderly and infirm.

**ASSIGNMENT AGREEMENT**

Assignment dated as of 31<sup>st</sup> day of January, 2002, by David E. Mallard,  
("Assignor"), to IDEO Product Development, Inc., a Michigan corporation (the "Company").

**R E C I T A L S**

WHEREAS, the Assignor has been an employee of the Company since  
Nov. 1, 2001; *ME*

WHEREAS, the Assignor signed an Employee Assignment Agreement (the "Employee Agreement") and intended since the beginning of the employment relationship that any Works (as defined below and qualified in the Employee Agreement) be assigned to the Company;

WHEREAS, the Assignor and the Company intend to confirm the assignment of the Works (as defined below), including, without limitation, the Intellectual Property Rights (as defined below) therein; and

WHEREAS, the Assignor is executing and delivering this Assignment, which supplements any and all prior agreements between the parties hereto regarding the assignment of the Works, to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

**A S S I G N M E N T**

1. Definitions. The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a) The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to any or all of the items listed on Exhibit A attached hereto:

(b) The term "Intellectual Property Rights" shall mean all patents and other patent rights, copyrights, trademarks, trade secret rights, and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

2. Assignment. The Assignor hereby assigns, conveys, transfers and delivers to, and vests in, the Company, without further consideration, all of the Assignor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to the Works, including, without limitation, all Intellectual Property Rights therein, which shall be the sole property of the Company, whether or not patentable. The right, title and interest is to be held and enjoyed by the Company and the Company's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Agreement not been made. In the event any Intellectual Property Rights shall be deemed by the Company to be patentable or otherwise registrable, the Assignor agrees to assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and the Assignor agrees to execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure the Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Intellectual Property Right, whether due to my mental or physical incapacity or any other cause, the Assignor hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of any Intellectual Property Rights with the same force and effect as if executed and delivered by the Assignor.

3. Representations and Warranties. The Assignor hereby warrants, represents and covenants to the Company that: (i) the Assignor has full right, power and authority to enter into and perform this Assignment, and to vest in the Company all rights set forth in this Assignment, free and clear of any and all claims, rights and obligations whatsoever; (ii) no part of the Works, including, without limitation, the Intellectual Property Rights therein, is an imitation or copy of, or knowingly infringes upon, any other material, or violates or infringes upon any common law or statutory rights of any person or entity, including, without limitation, rights relating to defamation, contract, trademark, patent, copyright, trade secret, privacy or publicity; and (iii) the Assignor has not sold, assigned, leased or in any other way disposed of or encumbered any of the Works, including, without limitation, the Intellectual Property Rights therein.

**COPY**

4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

5. The terms of the Agreement are the final expression of the Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving the Agreement.

ASSIGNOR

David Mallard

Name: DAVID MALLARD

The Company hereby consents to the foregoing Assignment upon the terms herein provided.

IDEO PRODUCT DEVELOPMENT, INC.

David Strong

(an Officer of IDEO Product Development)

Name: DAVID STRONG

Title: CFO

**COPY**

**EXHIBIT A**

Nail Trimmer Apparatus prototypes, design, engineering, product development, marketing materials, business plans, packaging, manufacturing plans and other know-how relating to nail trimming.

**A Brief Abstract of the Nail Trimmer Apparatus and Methods:**

The nail trimming apparatus is a small handheld battery powered device that safely trims people's nails by leveraging unique physical properties of the skin and nail tissue. A trimming action is driven by a compact motor of appropriate speed and torque and a mechanism that converts the rotation of the motor shaft to an oscillating action at the head. A cushioned abrasive surface attached to the head oscillates with a frequency and stroke that optimizes the trimming of the nail while not adversely affecting surrounding skin. By selecting a desirable form factor and trimming properties, the device is particularly well suited to trimming infant's nails. Infant's nails are often difficult to trim due to the small size of the finger and nail, the lack of cooperation by the infant and the precision required by existing nail trimming tools. The simple one-handed trimmer does not generally require significant dexterity and can be used whether the infant is asleep or awake. Preferable designs ensure smooth and quiet operation that does not scare the child, and the vibratory action elicits a tickling like feel to the infant's fingers and a sense of calm and confidence for the parent. Thus, the infant's nail can easily be trimmed and smoothed without any chance of injury to the child. Further, the device has potential application for pets and other animals with nails, adults, children, toddlers, and the elderly and infirm.

**ASSIGNMENT AGREEMENT**

Assignment dated as of 31<sup>st</sup> day of January, 2002, by Lynda A. Deakin, ("Assignor"), to IDEO Product Development, Inc., a Michigan corporation (the "Company").

**R E C I T A L S**

**WHEREAS**, the Assignor has been an employee of the Company since SEPT 1997;

**WHEREAS**, the Assignor signed an Employee Assignment Agreement (the "Employee Agreement") and intended since the beginning of the employment relationship that any Works (as defined below and qualified in the Employee Agreement) be assigned to the Company;

**WHEREAS**, the Assignor and the Company intend to confirm the assignment of the Works (as defined below), including, without limitation, the Intellectual Property Rights (as defined below) therein; and

**WHEREAS**, the Assignor is executing and delivering this Assignment, which supplements any and all prior agreements between the parties hereto regarding the assignment of the Works, to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein;

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

**A S S I G N M E N T**

1. **Definitions**. The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a) The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to any or all of the items listed on Exhibit A attached hereto:

(b) The term "Intellectual Property Rights" shall mean all patents and other patent rights, copyrights, trademarks, trade secret rights, and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

2. Assignment. The Assignor hereby assigns, conveys, transfers and delivers to, and vests in, the Company, without further consideration, all of the Assignor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to the Works, including, without limitation, all Intellectual Property Rights therein, which shall be the sole property of the Company, whether or not patentable. The right, title and interest is to be held and enjoyed by the Company and the Company's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Agreement not been made. In the event any Intellectual Property Rights shall be deemed by the Company to be patentable or otherwise registrable, the Assignor agrees to assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and the Assignor agrees to execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure the Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Intellectual Property Right, whether due to my mental or physical incapacity or any other cause, the Assignor hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of any Intellectual Property Rights with the same force and effect as if executed and delivered by the Assignor.

3. Representations and Warranties. The Assignor hereby warrants, represents and covenants to the Company that: (i) the Assignor has full right, power and authority to enter into and perform this Assignment, and to vest in the Company all rights set forth in this Assignment, free and clear of any and all claims, rights and obligations whatsoever; (ii) no part of the Works, including, without limitation, the Intellectual Property Rights therein, is an imitation or copy of, or knowingly infringes upon, any other material, or violates or infringes upon any common law or statutory rights of any person or entity, including, without limitation, rights relating to defamation, contract, trademark, patent, copyright, trade secret, privacy or publicity; and (iii) the Assignor has not sold, assigned, leased or in any other way disposed of or encumbered any of the Works, including, without limitation, the Intellectual Property Rights therein.

**COPY**

4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

5. The terms of the Agreement are the final expression of the Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving the Agreement.

ASSIGNOR

Lynda Deakin

Name: LYNDA DEAKIN

The Company hereby consents to the foregoing Assignment upon the terms herein provided.

IDEO PRODUCT DEVELOPMENT, INC.

David Strong

(an Officer of IDEO Product Development)

Name: DAVID STRONG

Title: CFO

**COPY**

**EXHIBIT A**

Nail Trimmer Apparatus prototypes, design, engineering, product development, marketing materials, business plans, packaging, manufacturing plans and other know-how relating to nail trimming.

**A Brief Abstract of the Nail Trimmer Apparatus and Methods:**

The nail trimming apparatus is a small handheld battery powered device that safely trims people's nails by leveraging unique physical properties of the skin and nail tissue. A trimming action is driven by a compact motor of appropriate speed and torque and a mechanism that converts the rotation of the motor shaft to an oscillating action at the head. A cushioned abrasive surface attached to the head oscillates with a frequency and stroke that optimizes the trimming of the nail while not adversely affecting surrounding skin. By selecting a desirable form factor and trimming properties, the device is particularly well suited to trimming infant's nails. Infant's nails are often difficult to trim due to the small size of the finger and nail, the lack of cooperation by the infant and the precision required by existing nail trimming tools. The simple one-handed trimmer does not generally require significant dexterity and can be used whether the infant is asleep or awake. Preferable designs ensure smooth and quiet operation that does not scare the child, and the vibratory action elicits a tickling like feel to the infant's fingers and a sense of calm and confidence for the parent. Thus, the infant's nail can easily be trimmed and smoothed without any chance of injury to the child. Further, the device has potential application for pets and other animals with nails, adults, children, toddlers, and the elderly and infirm.

**ASSIGNMENT AGREEMENT**

Assignment dated as of 31<sup>st</sup> day of January, 2002, by IDEO Product Development Inc., a Michigan corporation, ("Assignor"), to EasyTrim LLC, a Delaware limited liability company (the "Company").

**R E C I T A L S**

WHEREAS, in consideration of the issuance by the Company to the Assignor of [REDACTED] Class A Membership Units of the Company, the Assignor hereby agrees to assign to the Company the Works (as defined below), including, without limitation, the Intellectual Property Rights (as defined below) therein; and

WHEREAS, the Assignor is executing and delivering this Assignment to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

**A S S I G N M E N T**

1. Definitions. The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a) The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to any or all of the items listed on Exhibit A attached hereto:

(b) The term "Intellectual Property Rights" shall mean all patents and other patent rights, copyrights, trademarks, trade secret rights, and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

2. Assignment. The Assignor hereby assigns, conveys, transfers and delivers to, and vests in, the Company, without further consideration, all of the Assignor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to the Works, including, without limitation, all Intellectual Property Rights therein, which shall be the sole property of the Company, whether or not patentable. The right, title and interest is to be held and enjoyed by the Company and the Company's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Agreement not been made. In the event any Intellectual Property Rights shall be deemed by the Company to be patentable or otherwise registrable, the Assignor agrees to assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and the Assignor agrees to execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or ~~other~~ applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure the Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Intellectual Property Right, whether due to my mental or physical incapacity or any other cause, the Assignor hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of any Intellectual Property Rights with the same force and effect as if executed and delivered by the Assignor.

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**COPY**

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ASSIGNOR

David Strong

(an Officer of IDEO Product Development)

Name: DAVID STRONG

Title: CFO

The Company hereby consents to the foregoing Assignment upon the terms herein provided.

EASYTRIM LLC

  
Daniel S. Bomze  
Managing Member

**COPY**

**EXHIBIT A**

Nail Trimmer Apparatus prototypes, design, engineering, product development, marketing materials, business plans, packaging, manufacturing plans and other know-how relating to nail trimming.

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